

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.7716 OF 2018

**VINAY GAJANANRAO DESHPANDE
VERSUS
APURVA VINAY DESHPANDE**

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Advocate for the Petitioners : Shri Quadri Taher Ali
Advocate for the Respondent : Shri S. P. Salgar h/f.
Shri N. V. Gaware

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CORAM : RAVINDRA V. GHUGE, J.

DATED : 4th February, 2019.

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PER COURT :

1. The learned mediator has submitted a report dated 06/10/2018 which reflects that the mediation in between the litigating sides has been successful. The compromise terms dated 06/10/2018 signed by both the parties and their Advocates, is placed on record as a part of the learned mediator's report. The mediation report and the three pages of the compromise terms are taken on record and marked as 'X' collectively, for identification.

2. The learned Advocates for the respective sides submit that after the quantum of payment mentioned in paragraph 5

of the compromise is made within two months from today by the husband to the wife, the proceedings mentioned in paragraph 2 of the terms would be disposed off. It is also stated that if there is any matter or an off-shoot of the said litigation, the same would also be disposed off after the payment is complete. The learned Advocate for the husband is agreeable.

3. In view of the above, this petition is disposed off. The document 'X' shall be a part of this order.

4. After the petitioner - husband makes the payment to the wife as agreed in paragraph 5 of the terms, the proceeding pending between the parties and especially those mentioned in paragraph 2 of the terms shall be disposed off by the respective Courts after recording the statements of the litigating sides.

5. It is made clear that in view of the said terms and this order, neither of the parties would be at liberty to re-start any litigation or pray for restoration of any litigation. The wife would also be precluded specifically since she would be

receiving an amount of Rs. 14,50,000/- which would lead to a comprehensive settlement between the parties.

6. Liberty be granted to the husband to deposit the entire amount before the Court in HMP No. 38/2017 and the wife would be at liberty to withdraw the same.

7. So also, if the husband fails to deposit the entire amount in the said Court on or before 05/04/2019, the wife would be at liberty to prosecute the litigation and the pending cases against the husband and recover the outstanding maintenance amount.

(RAVINDRA V. GHUGE, J.)

shp/-